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Of Counsel: Kevin Healy (KH-1279)  
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300 Chestnut Ridge Road  
Woodcliff Lake, NJ 07677  
(201) 307-4000

Attorneys for Plaintiffs  
BMW of North America, LLC and Bayerische Motoren Werke AG

_____	)	UNITED STATES DISTRICT COURT
BMW OF NORTH AMERICA, LLC and	)	DISTRICT OF NEW JERSEY
BAYERISCHE MOTOREN WERKE AG,	)	
	)	<b>Civil Action No. _____</b>
Plaintiffs,	)	
	)	<b>COMPLAINT FOR</b>
v.	)	<b>TRADEMARK AND DESIGN PATENT</b>
	)	<b>INFRINGEMENT, UNFAIR</b>
THE WHEEL EXCHANGE, INC.,	)	<b>COMPETITION, BREACH OF</b>
	)	<b>CONTRACT, AND UNJUST</b>
Defendant.	)	<b>ENRICHMENT</b>
_____	)	

Plaintiffs BMW of North America, LLC and Bayerische Motoren Werke AG  
(collectively “BMW”) seek injunctive and monetary relief from defendant The Wheel Exchange, Inc. (“Wheel Exchange”) for trademark and design patent infringement, unfair competition, breach of contract and unjust enrichment with respect to BMW’s trademark and design patent rights. As alleged more fully below, Defendant has violated and continues to violate the

Trademark Act of 1996 as amended, 15 U.S.C. §§ 1125, *et seq.* (the “Lanham Act”), the Patent Act, 35 U.S.C. § 271, and state law by offering, as genuine BMW product using BMW logos and trademarks, wheels that are not manufactured or authorized by BMW and that infringe BMW U.S. design patents.

### **PARTIES**

1. Plaintiff BMW of North America, LLC, formerly BMW of North America, Inc. (“BMW NA”) is a Delaware limited liability company having its principal place of business at 300 Chestnut Ridge Road, Woodcliff Lake, New Jersey 07677. BMW NA is a wholly-owned subsidiary of BMW (US) Holding Corporation, a Delaware corporation, which is a wholly-owned subsidiary of Bayerische Motoren Werke AG.

2. Plaintiff Bayerische Motoren Werke AG (“BMW AG”) is a corporation organized under the laws of the Federal Republic of Germany with its principal place of business at Petuelring 130, 80809 Munich, Germany. BMW AG designs and manufactures motor vehicles, parts and other products for sale in Europe and for export and sale throughout the world.

3. Defendant Wheel Exchange is, upon information and belief, a North Carolina corporation with its principal place of business at 55 Dynamic Drive, Garner, NC 27529.

### **JURISDICTION AND VENUE**

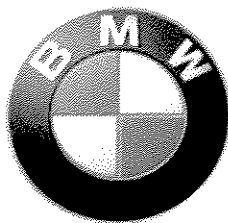
4. This court has personal jurisdiction over Defendant because it conducts business in the State of New Jersey.

5. This court has jurisdiction over the subject matter of this action under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a) and 1338(b), and has supplemental jurisdiction under 28 U.S.C. § 1367(a) over BMW’s claims under New Jersey law.

6. Venue is proper in this district under 28 U.S.C. §1391(b), as a substantial part of the events or omissions by Defendant that give rise to the claim occurred and are occurring in this district.

**PLAINTIFFS' FAMOUS TRADEMARKS**

7. BMW is in the business of designing, manufacturing, distributing and servicing motor vehicles, wheels, and a variety of other parts and products under various trademarks, including its BMW® word trademark and trade name, M™, M3® and M5® word trademarks, and “Roundel” and “M-Stripes” logos shown below:



**Plaintiffs' BMW® Mark And “Roundel” Logo**

8. BMW NA, through itself and its predecessors-in-interest, has been the exclusive licensee and authorized user of the BMW® mark and “Roundel” logo in the United States continuously since at least as early as 1949 in connection with the sale and service of motor vehicles, including parts thereof.

9. Since at least 1976, BMW NA has used its BMW® mark and “Roundel” logo in commerce in the United States continuously in connection with the manufacture and sale of various other products such as watches, sunglasses, clothing and leather goods, which promote the image and lifestyle associated with BMW vehicles.

10. BMW AG is the owner of Registrations on the Principal Register of the United States Patent & Trademark Office for the following marks pursuant to 15 U.S.C. Section 1111:

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Services/Goods</u></b>
BMW	0611710	September 6, 1955	Automobiles and motorcycles
BMW	1164922	August 11, 1981	Motor vehicle repair and maintenance services and dealership services

BMW (and Roundel design)	0613465	October 4, 1955	Automobiles, motorcycles and parts thereof
BMW (and Roundel design)	1450212	August 4, 1987	Automobiles, motorcycles, parts thereof, including wheels, and watches, clocks and various other goods and services
BMW (and Roundel design)	1170556	September 22, 1981	Motor vehicle repair and maintenance services and dealership services
BMW	1627241	September 18, 1990	Clothing

These registrations were duly and legally issued, and are valid and subsisting. Registration Nos. 611710, 1164922, 613465, 1450212, 1170556, 1494126 and 1438545 are also incontestable pursuant to 15 U.S.C. § 1065.

**Plaintiffs' "M-Stripes" Logo and M<sup>TM</sup>, M3<sup>®</sup> and M5<sup>®</sup> Trademarks**

11. Since the introduction of its M3<sup>®</sup> high-performance passenger car in 1986, BMW has also used its above-depicted "M-Stripes" logo as well as its M<sup>TM</sup> and M3<sup>®</sup> word marks in commerce across the United States continuously in connection with the design, manufacture and distribution of high-performance passenger cars, wheels and other parts therefor.

12. BMW's M<sup>TM</sup> passenger cars, wheels and other parts have roots in motor sports. BMW's philosophy in designing and manufacturing these exclusive sport passenger cars and products is to deliver high performance combined with skilled craftsmanship tailored to the customer's requirements. BMW markets its passenger cars, wheels and other products bearing M marks as "high tech with high touch" - well suited for the driving enthusiast and everyday motoring.

13. Since 1994, BMW has used its M5<sup>®</sup> word mark in commerce across the United States continuously in connection with the design, manufacture and distribution of high-performance passenger cars, wheels and other and parts therefor.

14. Also since at least 1994, BMW has used its M-Stripes logo and M5<sup>®</sup> word mark in commerce in the United States continuously in connection with the design, manufacture and sale of various other products such as clothing, watches, key chains, sunglasses and leather goods, which promote the exclusive image and lifestyle associated with BMW M<sup>TM</sup> passenger cars and parts therefor.

15. BMW AG is the owner of the following U.S. Registrations for its M-Stripes, M3<sup>®</sup>, M5<sup>®</sup> and related marks:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class:</u> <u>Services/Goods</u>
M3	2,535,373	February 5, 2002	Passenger motor vehicles and structural parts therefor
M3	2,758,102	September 2, 2003	Money clips of non-precious metal; metal key rings; license plate frames; tie clips and key rings of non-precious metal; shirts; hats; floor mats and trunk mats for vehicles; toy miniature vehicles
M & Design (M-Stripes)	1,438,545	May 5, 1987	Automobiles
M & Design (M-Stripes)	2,683,597	February 4, 2003	Valve stem caps; license plate frames, gear shift knobs; headwear; pullovers; sweaters; shorts; turtlenecks; floor mats; trunk mats
M2	2,852,493	June 15, 2004	Automobiles and structural parts therefor.
M4	2,668,601	December 31, 2002	Automobiles and structural parts therefor

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class:</u> <u>Services/Goods</u>
M5	2,381,292	August 29, 2000	Passenger motor vehicles and structural parts therefor
M5	2,683,596	February 4, 2003	Metal key rings; mouse pads; cuff links; tie tacks; mugs; headwear; shirts; floor mats for vehicles
MPOWER	2,715,482	May 13, 2003	Metal key rings; watches; pens; headwear; shirts; pullovers; jackets; sweatshirts; sweatpants; ties; gloves
BMW M POWER	1,494,126	June 28, 1988	Automobiles, engines for automobiles and structural parts therefor

These registrations were duly and legally issued, and are valid and subsisting. Registrations 1,438,545 and 1,494,126 are incontestable pursuant to 15 U.S.C. § 1065.

16. Since long prior to the acts of the Defendant complained of herein, BMW has used all of its above-mentioned marks, in connection with its business of designing and distributing wheels and a variety of other products, in the State of New Jersey.

17. BMW NA distributes its wheels and other products and services through nationwide networks of authorized dealers and service providers. BMW NA authorizes its dealerships to use its above-mentioned marks in connection with the sale and service of BMW products.

18. BMW NA has also invested many millions of dollars in building its reputation for the highest quality standards and products under the above-mentioned marks for the U.S.

Specifically, BMW NA has invested many millions of dollars to advertise its products and services and build substantial goodwill under the above-mentioned marks in the U.S.

19. To create and maintain goodwill among its customers, BMW NA has taken substantial steps to assure that all authorized BMW product dealers and service providers using the above-mentioned mark are of the highest quality.

20. As a result of its long use and promotion of the above-mentioned marks, BMW has established its Roundel, M-Stripes logo and “BMW” word mark as famous and distinctive, and its M<sup>TM</sup>, M3<sup>®</sup> and M5<sup>®</sup> word marks as well known, if not famous as well, among American purchasers of motor vehicles, parts and accessories as well as among members of the American public.

#### **BMW’S U.S. DESIGN PATENTS FOR WHEELS**

21. BMW NA is the exclusive U.S. licensee of various BMW AG U.S. Design Patents directed toward the front face of vehicle wheels, including D449,028, D402,951, D408,346, D432,974, D419,942, D416,849, D421,417, D438,503, and D438,162 (collectively, the “BMW design patents”).

#### **DEFENDANT’S WRONGFUL ACTIVITIES**

22. Defendant, in response to a previous request to cease and desist from infringing BMW trademark rights, specifically executed an agreement on January 17, 2001, stating unqualifiedly that Defendant would “cease and desist all uses of the BMW trademarks and logos.” (the “January 2001 Agreement”). A copy of the January 2001 Agreement is attached hereto as Exhibit A.

23. Notwithstanding the January 2001 Agreement, Defendant is using BMW logos and other trademarks to offer, as genuine BMW product, wheels that are not in fact manufactured or authorized by BMW (hereinafter “Non-BMW Wheels”).

24. Specifically, Defendant has been and is advertising and selling over eBay Non-BMW Wheels with BMW's M-Stripes logo embedded in the rims of the wheels. A sample photograph of such wheels is attached as Exhibit B hereto.

25. In addition, Defendant has been and is advertising non-BMW wheels using BMW's Roundel and other logos. Samples of such advertisements are attached as Exhibits B-C hereto.

26. Defendant does not need to use BMW logos on wheels or advertisements in order to inform consumers that it is selling wheels that fit BMWs.

27. Defendant has been and is also naming and highlighting Non-BMW Wheels as "BMW Wheels," "M-Sport Wheels," "M5 Wheels" and the like, rather than merely by the name of the real manufacturer.

28. Defendant does not need to name or highlight Non-BMW Wheels as "BMW," "M-Sport" or "M5" wheels in order to inform consumers unambiguously that its wheels "fit M5s" or other BMWs.

29. Instead, Defendant could truthfully and unambiguously name and identify wheels by their actual manufacturer, and state that its wheels fit particular models of BMWs without calling them "BMW Wheels," "M-Sport Wheels" or the like.

30. Defendant also sometimes includes additional representations of such wheels, such as "TRUE German made," when Defendant knows that consumers associate authentic BMW wheels with German engineering, craftsmanship and quality.

31. Defendant has also advertised and sold, and has been and is advertising and selling, wheel rims that infringe BMW U.S. Design Patents, including U.S. Design Patent Nos. D449,028, D402,951, D408,346, D432,974, D419,942, D416,849, D421,417, D438,503, and D438,162.

32. Defendant is aware that its offering non-BMW wheels in the manner described above infringes BMW's trademark and design patent rights.

33. Defendant has never served BMW or any of its subsidiaries, affiliates or authorized agents.

34. Defendant is not affiliated with or sponsored by BMW, and has never been authorized by BMW or any of its subsidiaries, affiliates or authorized agents to use BMW's logos or other marks.

35. Plaintiffs wrote Defendant on December 16, 2005 and December 21, 2005 requesting that Defendant cease and desist from the above-mentioned activities by December 30, 2005, but Defendant did not comply.

36. Defendant's unauthorized use of BMW marks and design patents in the manner described above:

- (a) enables Defendant to trade off and receive the benefit of goodwill BMW has built up at great labor and expense over many years, and to gain acceptance for Defendant's products not solely on their own merits, but on the reputation and goodwill of BMW, its BMW marks, and its products;
- (b) is likely to cause confusion, to cause mistake, and/or to deceive customers and potential customers of the parties as to the origin, sponsorship, affiliation or approval of Defendant's products, or as to some affiliation, connection, or association of Defendant with BMW;
- (c) unjustly enriches Defendant; and
- (d) unlawfully removes from BMW the ability to control the nature and quality of products provided under BMW's mark, and places the goodwill and valuable reputation of BMW in the hands of Defendant, over whom BMW has no control.

37. BMW has been damaged and continues to be damaged by Defendant's activities in the manner described above.

38. Unless these acts of Defendant are restrained by this Court, they will continue to cause irreparable injury to BMW and to the public for which there is no adequate remedy at law.

**FIRST COUNT**  
**FEDERAL TRADEMARK INFRINGEMENT**  
**(Lanham Act § 32, 15 U.S.C. § 1114(1))**

39. BMW realleges and incorporates the allegations set forth in paragraphs 1 through 38 herein.

40. The acts of Defendant complained of herein constitute use in commerce of reproductions, copies, or colorable imitations of BMW's registered marks in connection with the sale, offering for sale, distribution and advertising of goods.

41. Defendant's use on or in connection with such goods is likely to cause confusion, to cause mistake, or to deceive.

42. The acts of Defendant complained of herein constitute infringement of BMW's federally registered marks in violation of 15 U.S.C. § 1114(1).

43. Defendant's acts complained of herein have been with full knowledge and in conscious disregard of BMW's rights in its marks and with intent to trade on BMW's goodwill in its marks, thereby making this an exceptional case under Section 35 of the Lanham Act.

44. BMW has been damaged and continues to be damaged by Defendant's actions described above.

**SECOND COUNT**  
**FEDERAL UNFAIR COMPETITION, FALSE DESIGNATION OF ORIGIN AND**  
**TRADEMARK INFRINGEMENT**  
**(Lanham Act §43, 15 U.S.C. § 1125(a))**

45. BMW realleges and incorporates the allegations set forth in paragraphs 1 through 44 herein.

46. Defendant's use of BMW's marks falsely indicates that BMW or its agents are connected with, sponsored by, affiliated with, or related to Defendant and its products or that Defendant is connected with, sponsored by, affiliated with or related to BMW.

47. Defendant's use of BMW's logos and other trademarks in the manner described above is likely to cause, confusion, mistake or deception as to the source, affiliation or sponsorship of Defendant's goods and services.

48. The acts of Defendant complained of herein constitute unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

49. Such action has been willful, making this an exceptional case under Section 35 of the Lanham Act.

50. BMW has been damaged and continues to be damaged by Defendant's actions described above.

**THIRD COUNT**  
**DESIGN PATENT INFRINGEMENT**  
**(35 U.S.C. § 271)**

51. BMW realleges and incorporates the allegations set forth in paragraphs 1 through 50 herein.

52. The acts of Defendant complained of herein constitute unlicensed application in commerce, during the term of U.S. Design Patent Nos. D449,028, D402,951, D408,346, D432,974, D419,942, D416,849, D421,417, D438,503, and D438,162, of patented designs or colorable imitations thereof, to articles of manufacture for the purpose of sale.

53. The acts complained of herein constitute unlicensed sale and exposure for sale in commerce, during the term of the above-cited U.S. Design Patents, of articles of manufacture to which such patented designs or colorable imitations have been applied.

54. The acts complained of herein constitute design patent infringement in violation of 35 U.S.C. § 271.

55. Defendant's acts complained of herein have been with full knowledge and conscious disregard of BMW's U.S. design patent rights.

56. BMW has been damaged and continues to be damaged by Defendant's actions described above.

**FOURTH COUNT  
BREACH OF CONTRACT  
(N.J. Common Law)**

57. BMW realleges and incorporates the allegation set forth in paragraphs 1 through 56 herein.

58. The January 2001 Agreement is a valid and binding contract in which Defendant promised to “cease and desist all uses” of “BMW trademarks and logos.”

59. BMW has complied with the terms of the January 2001 Agreement.

60. Defendant’s activities as described above constitute uses of BMW trademarks and logos.

61. Defendant has thus breached the January 2001 Agreement.

62. BMW has been damaged and continues to be damaged by Defendant’s actions described above.

**FIFTH COUNT  
UNFAIR COMPETITION  
(N.J. Stat. § 56:4-1)**

63. BMW realleges and incorporates the allegations set forth in paragraphs 1 through 62 herein.

64. The acts of Defendant complained of herein constitute unfair competition in violation of New Jersey Statute 56:4-1 for unfair competition.

65. As a result of the foregoing alleged actions, Defendant has been unjustly enriched, and BMW has been injured and damaged.

**SIXTH COUNT  
UNFAIR COMPETITION  
(Common Law of New Jersey)**

66. BMW realleges and incorporates the allegations set forth in paragraphs 1 through 65 herein.

67. The acts of Defendant complained of herein constitute unfair competition in violation of the common law of New Jersey.

68. As a result of the foregoing alleged actions, Defendant has been unjustly enriched, and BMW has been injured and damaged. Unless the foregoing alleged actions of Defendant are enjoined, BMW will continue to suffer injury and damage.

**SEVENTH COUNT  
UNJUST ENRICHMENT  
(Common Law of New Jersey)**

69. BMW realleges and incorporates the allegations set forth in paragraphs 1 through 68 herein.

70. The acts of Defendant complained of herein constitute unjust enrichment in violation of the common law of New Jersey.

71. As a result of the foregoing alleged actions, Defendant has been unjustly enriched, and BMW has been injured and damaged. Unless the foregoing alleged actions of Defendant are enjoined, BMW will continue to suffer injury and damage.

**PRAYER FOR RELIEF**

WHEREFORE, BMW prays that:

1. Defendant be adjudged liable as to the foregoing claims;
2. Defendant, its agents, servants, employees, attorneys, and all others in active concert or participation with any of them, be enjoined and restrained, during the pendency of this action, and permanently thereafter, from:
  - (a) using BMW's Roundel, M-Stripes, or other logos on, or to advertise or sell, wheels that are not manufactured or authorized by BMW -- including but not limited to use of BMW's Roundel or M-Stripes logo on center caps of such Non-BMW Wheels offered over e-Bay or elsewhere;
  - (b) using Plaintiffs' BMW<sup>®</sup>, M3<sup>®</sup>, M5<sup>®</sup> or M<sup>™</sup> word marks in the names of non-BMW wheels, or to otherwise suggest that non-BMW wheels are

BMW wheels -- including but not limited to calling non-BMW wheels  
“BMW Wheels,” M Wheels,” or the like;

- (c) doing any other act or thing likely to confuse, mislead, or deceive others into believing that Defendant or its products emanate from, or are connected with, sponsored or approved by BMW.
- (d) advertising or selling wheel designs reflected in BMW U.S. Design patents D449,028, D402,951, D408,346, D432,974, D419,942, D416,849, D421,417, D438,503, and D438,162; and
- (e) importing the infringing goods into the U.S.

3. An accounting be directed to determine Defendant’s profits resulting from its activities and that such profits be paid over to BMW and increased as the Court finds to be just under the circumstances of this case;

4. Defendant be required to pay over to Plaintiffs:

- (a) in accordance with Section 35(a) of the United States Trademark Act, 15 U.S.C. §1117(a), an award of treble plaintiffs’ actual damages and/or Defendant’s profits
- (b) Defendant’s profits, Plaintiffs’ damages, and/or statutory damages of \$250 per item sold for infringing BMW’s design patents under 35 U.S.C. § 284 *et seq.*;
- (c) Plaintiffs’ attorneys’ fees and costs of this action;
- (d) exemplary or punitive damages in a sum sufficient to deter future acts of state unfair competition.

5. Defendant, in accordance with Section 36 of the United States Trademark Act, 15 U.S.C. § 1118, be required to deliver up to Plaintiffs for destruction all non-BMW wheels containing BMW M-Stripes or other logos, as well as its labels, signs, prints, packages, containers, advertisements and any other materials for non-BMW wheels in Defendant’s possession or control bearing BMW logos.

6. Defendant, in accordance with Section 34(a) of the United States Trademark Act, 15 U.S.C. § 1116(a), be required to file with the Court, and serve upon Plaintiffs, within thirty (30) days after the entry and service on Defendant of an injunction, a report in writing and under oath, setting forth in detail the manner and form in which Defendant has complied with the terms of such injunction.

7. BMW recover such other relief as the Court may deem appropriate.

Respectfully submitted,

Dated: January 30, 2006

SAIBER SCHLESINGER SATZ  
& GOLDSTEIN, LLC

Attorneys for Plaintiffs  
BMW of North America, LLC and  
Bayerische Motoren Werke AG

By: 

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(202) 783-0800

**RULE 11.2 CERTIFICATION**

I hereby certify that this matter is not the subject of any other action asserted by the Plaintiff herein, in any other action pending in any court or of any pending arbitration.

**SAIBER SCHLESINGER SATZ  
& GOLDSTEIN, LLC**  
Attorneys for Plaintiff 3M Company

By:   
Arnold B. Calmann (ABC 3245)

One Gateway Center, 13th Floor  
Newark, New Jersey 07102-5311  
Telephone: (973) 622-3333  
Facsimile: (973) 622-3349

DATED: January 30, 2006

**RULE 201.1 CERTIFICATION**

Pursuant to L. Civ. R. 201.1, the undersigned counsel for the Plaintiff hereby certifies that the amount in controversy, excluding interest, costs and punitive damages exceeds \$150,000, and that this action is not appropriate for compulsory arbitration.

**SAIBER SCHLESINGER SATZ  
& GOLDSTEIN, LLC**  
Attorneys for Plaintiff 3M Company

By: 

Arnold B. Calmann (ABC 3245)

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DATED: January 30, 2006

# EXHIBIT A

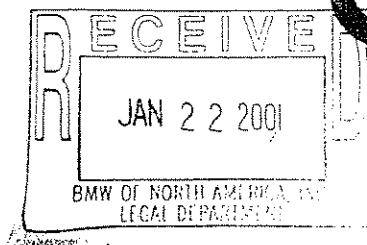
A subsidiary  
of BMW AG

## BMW of North America, Inc.



December 27, 2000

The Wheel Exchange, Inc.  
555 Dynamic Drive  
Garner, NC 27529



Dear Madam, Sir:

Your unauthorized use of the BMW trademark came to our attention when we saw your auctions on eBay and an advertisement for your business on the Internet in which the BMW logo is prominently displayed on a number of pages. Sample copies of the infringements are enclosed.

The BMW logo is a trademark owned by Bayerische Motoren Werke AG ("BMW AG") and is federally registered. BMW AG maintains the sole and exclusive right to use it. You have not been licensed to use BMW's trademarks and are thus infringing BMW AG's trademark rights.

Accordingly, we hereby request that you sign this letter acknowledging that you will take immediate steps to cease this and any other unauthorized use of the BMW trademarks. We ask that you return this signed letter to us no later than 20 days from the date of this letter.

For your information and future reference I enclose BMW NA's Fair Use Rules. If you have any questions please contact me at 201-307-3542. My direct fax number is 201-307-9286.

Sincerely,

BMW OF NORTH AMERICA, INC.

*Renate Kulnik*

Renate Kulnik  
Trademark Coordinator

**I have read the above and acknowledge that I will cease and desist all uses of the BMW trademarks and logos.**

Signed

*John J. Fero Jr.*

Dated

*1/17/01*

Name

*Pres-Jen*

Position

Headquarters  
300 Chestnut Ridge Road  
Woodcliff Lake, NJ 07675

Mailing Address  
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# EXHIBIT B



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**19x8" M5, BMW**

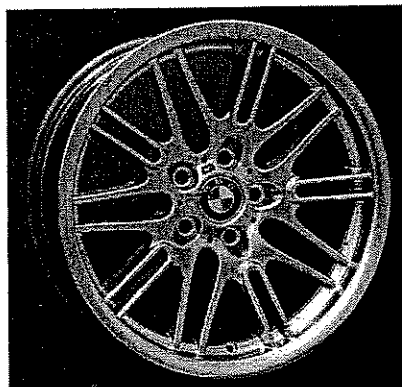
**Wheels, e36, e46, 318, 323, 325, 328, 330, Z3, M3**

Item number: 8020424432

"FM M5, THE ONLY WHEELS ON EBAY WITH OEM COLOR/FINISH"

Seller of this item? [Sign in](#) for your status

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[Larger Picture](#)

Starting bid:

**US \$688.00**

Time left:

**2 hours 20 mins**

10-day listing, Ends  
Dec-15-05 11:41:13  
PST

Start time:

Dec-05-05 11:41:13  
PST

History:

**0 bids**

Item location:

RALEIGH, NC  
United States

Ships to:

United States

Shipping costs:

Check item  
description and  
payment instructions  
or contact seller for  
details



[Shipping and payment details](#)

### Seller information

[thewheelexchange.com](#)

(1959 ★) **Power Seller**

Feedback Score: 1959

**Positive Feedback:**

**99.3%**

Member since Jul-13-  
00 in United States

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### Description

## The Wheel Exchange



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Dec. 15, 2005

eBay User ID:  
thewheelexchange.com

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This auction is best viewed at 1024x768 screen resolution

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&  
[OTHER AUCTIONS](#)

#### ITEM FOR SALE



Set of 19" X 8" FM REPLICA M5 WHEELS

FM REPLICA WHEELS M5 style wheels 19x8" wheel  
FOR HIGH OFFSET BMW'S ONLY 3 SER

THIS IS A BRAND NEW DESIGN OF THIS WHEEL. THIS WHEEL IS  
FOR THE BADGE

#### MONTHLY DEAL

**Hundred's of  
Item's Everyday!!**



#### CUSTOMERS FIRST

Mint! Brand new!! In stock & ready to ship! Sets come with lug bolts. Ready to ship any questions call toll free @888  
Excellent Ebay feedback & Buy with Confidence.  
PLEASE LOOK Close at the Design of our Wheel. This exact  
at THE Wheel Exchange! The spokes are contoured, exact  
Not Straight in design. like other wheels of this style or  
offset. The design is a perfect blend of style and function.

At The Wheel Exchange,  
the customer always  
comes FIRST.

We work hard to ensure  
that every customer is  
100% satisfied with their  
purchase and their buying  
experience with us.

It is our delight to thank  
all our wonderful  
customers for leaving us  
positive feedback.  
THANK YOU.

#### WHEELS & TIRES

We also have many great  
wheel & tire packages up  
for bid that include free  
mounting, balancing, lugs  
& BMW caps. Sets come  
ready to roll!!

We do a complete Dynamic  
High speed Road Force  
Balance, on our Hunter  
GSP9700 -- the same  
machine used in Indy Car  
& F1, to ensure you get a  
smooth ride!

*Check out our:*

EBAY STORE  
&  
OTHER AUCTIONS

#### ABOUT T.W.E

The Wheel Exchange is the  
Leader in European Alloy  
Wheels!

We are the direct importer  
of a vast assortment of  
high quality European  
alloy wheels.

"We Specialize in Wheels for Audi,BMW,Mercedes,

"Deal with the Pro's for Peace of mind" All of our wheels are  
fit. No rubbing, customer satisfaction guarantee! If you res  
will find that we offer a level of professionalism & knowled  
From our dynamic balance On our Hunter Gsp9700 balanc  
used in Indy & F1 Racing. To exact tire size fitments that  
The first time & Wholesale direct prices that can n

Thanks for viewing our Auction & I Hope we can ea

John Feore Jr.

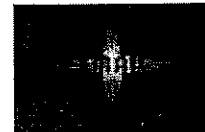
President

The Wheel Exchange

EBay Platinum Level Power Seller.

Any Questions? -- PLEASE CALL TOLL FREE @888

OR



US HERE

#### PICTURES

your fine European car.

Our corporate headquarters is located in Raleigh, NC and with over 10,000 wheels in the NC warehouse alone, and 12 other warehouses nationwide, you can be assured that your wheels will get to you fast!



"PLATINUM LEVEL"



PROUD MEMBER

#### PAYMENT TERMS

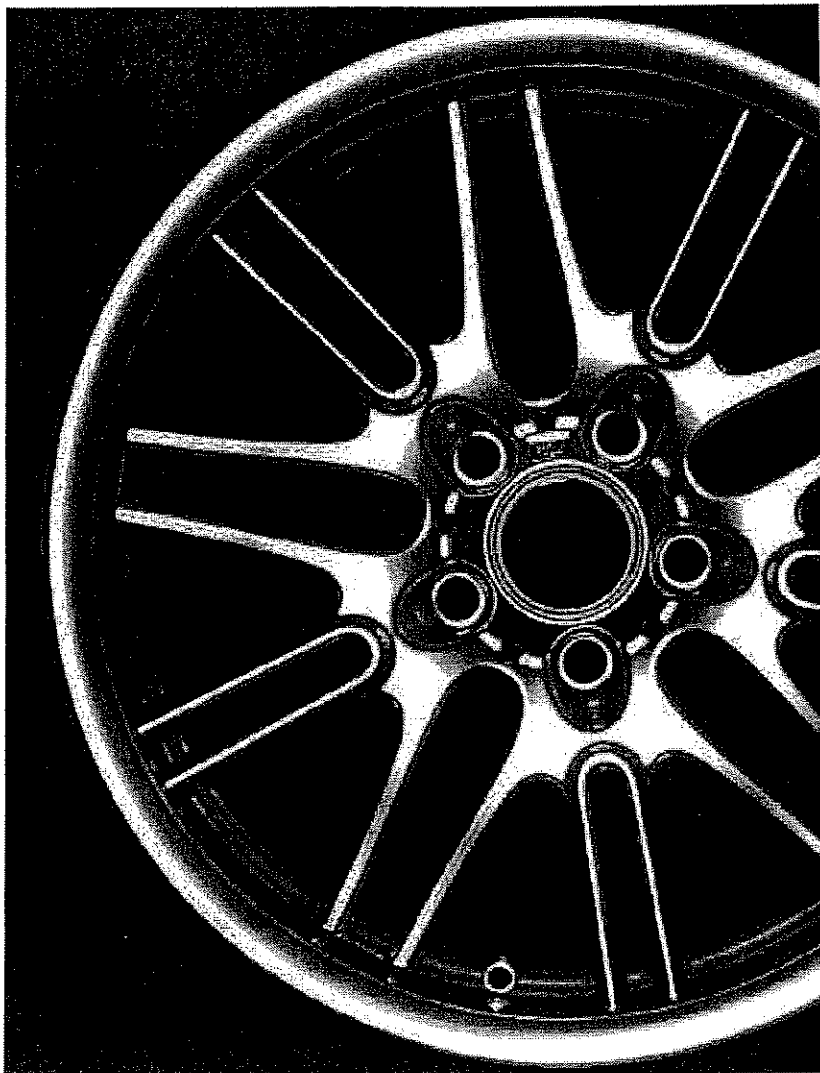
All payments must be made within 7 days of the end of the auction. Please do not bid unless you intend to pay.



**NON-PAYING** bidders **WILL** be reported to eBay and **WILL** receive a negative feedback.

#### SHIPPING INFO

Shipping charges can run from \$50-\$100 for the entire set.



hours after we have received payment for the auction.

We ship FedEx everyday - insured!

There is no charge for insurance - it's free!

With over 10,000 wheels in our NC warehouse alone, and 12 other warehouses nationwide, you can be assured that your wheels will get to you fast!

As far north as New York and as far south as Miami, customers can have their wheels in just 2 days; west coast in 5 days.

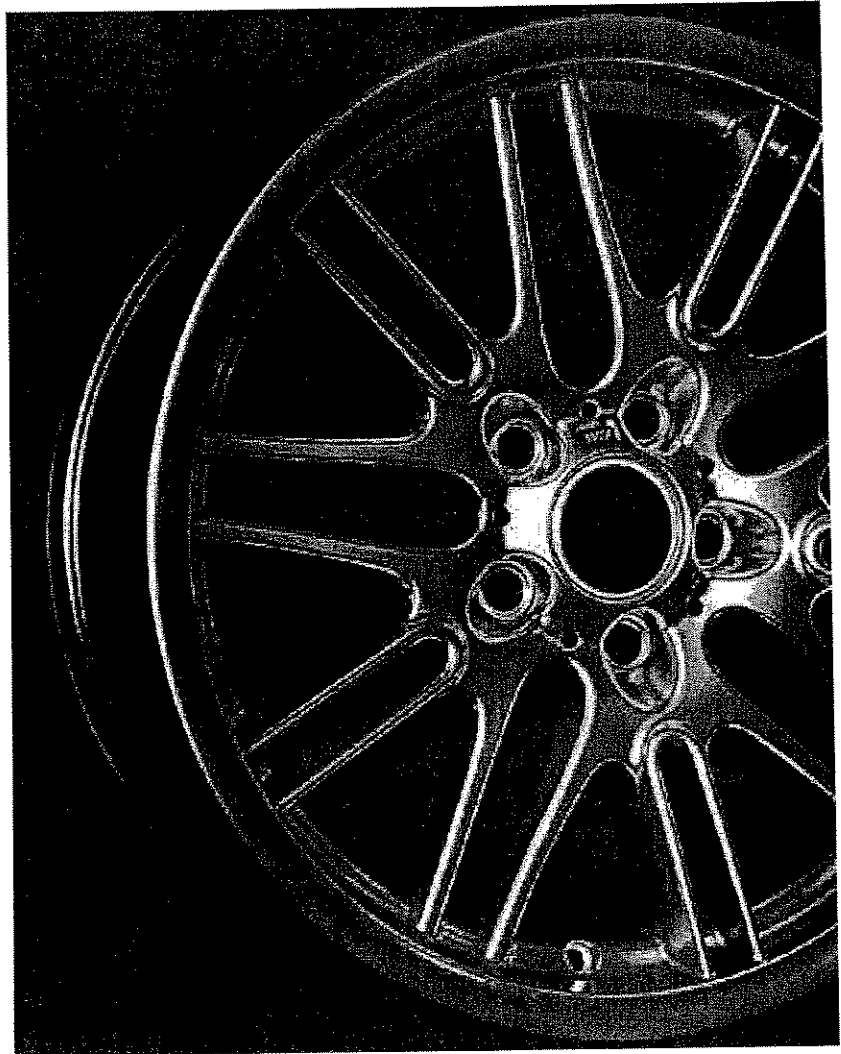
#### TERMS OF SALE

The Wheel Exchange wants you to be completely satisfied with your purchase, and we understand that you may change your mind after the order has been placed. That's why we provide a credit return policy that extends for 30 days after the time of purchase.

Please read our return policy if you need to return merchandise.

#### CONTACT INFO

If you would like additional information on this auction, or if you would like to be contacted by a sales representative to receive more in-depth information, please fill out the form below and fax it to:



us at:

Email Us

Telephone: (919) 662-7178

Toll-Free: (888) 682-3129

**HOURS OF OPERATION:**

Monday: 9AM - 8PM

Tuesday - Friday: 9AM - 7PM

Saturday: 10AM - 3PM

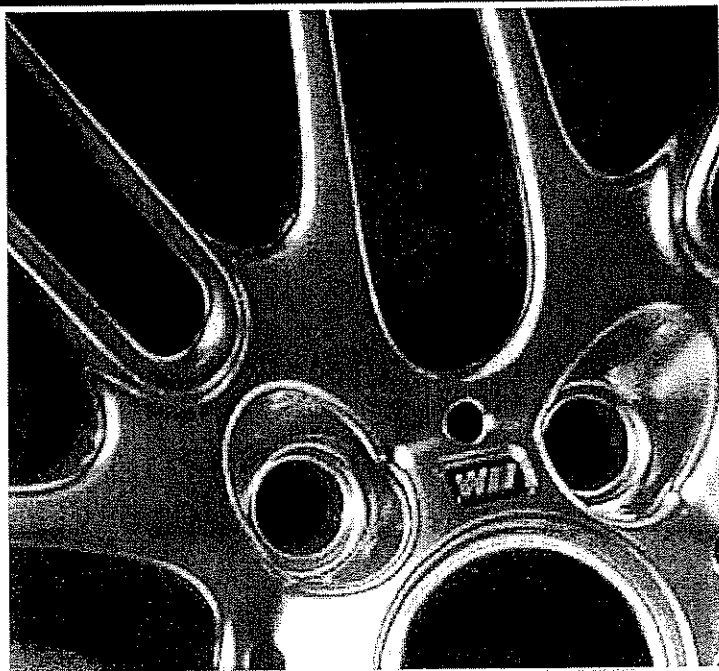
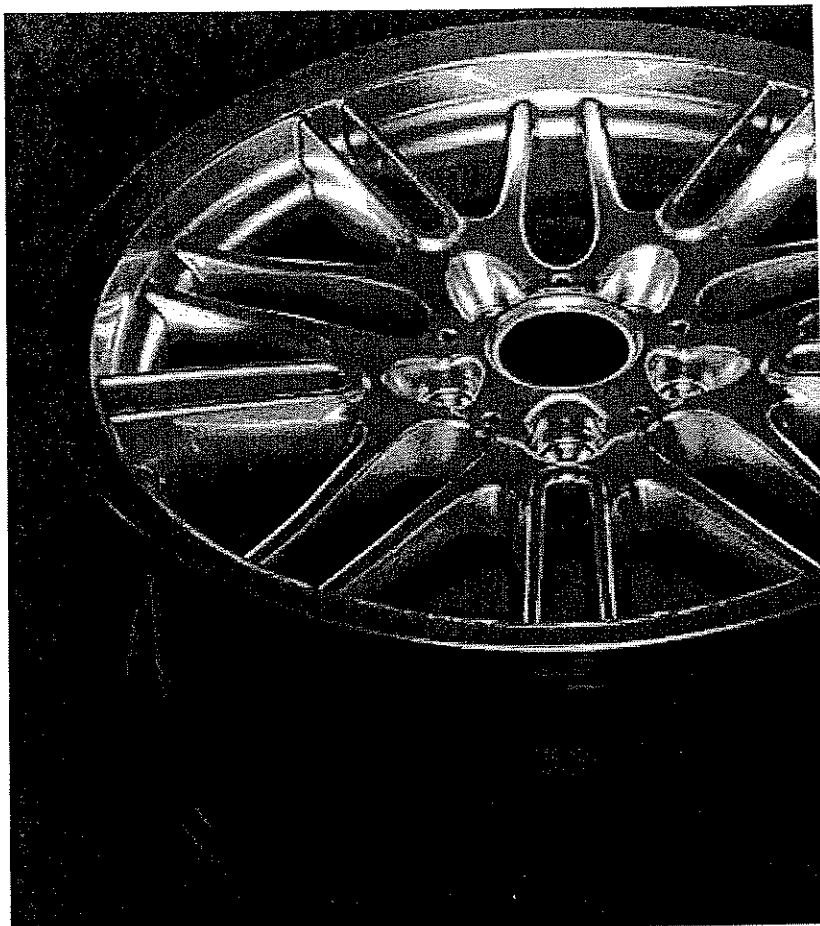
Sunday: CLOSED

**Call TOLL FREE  
1-888-682-3129**

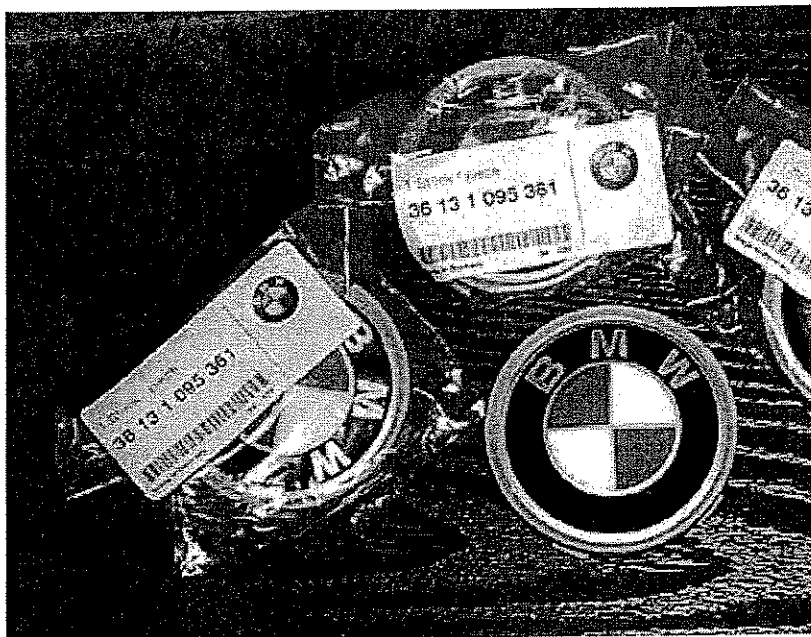
....DEAL WITH THE PRO'S  
FOR PEACE OF MIND!

The Wheel Exchange has  
one of the deepest supplier  
lists in the industry, with  
access to over 100,000  
wheels!

---

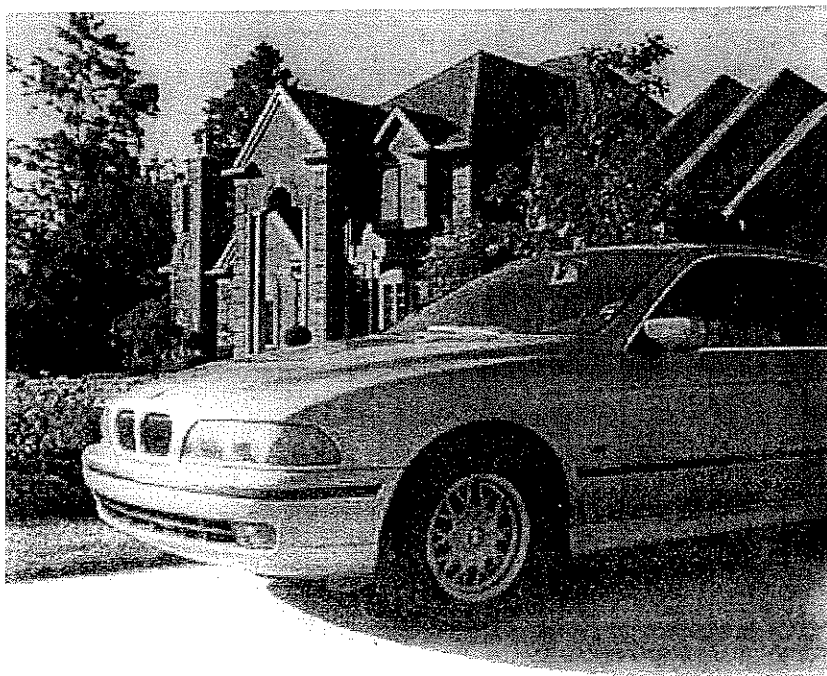


**Recieve a \$25-Off Shipping Credit  
when you use the "Buy It Now" Opti**

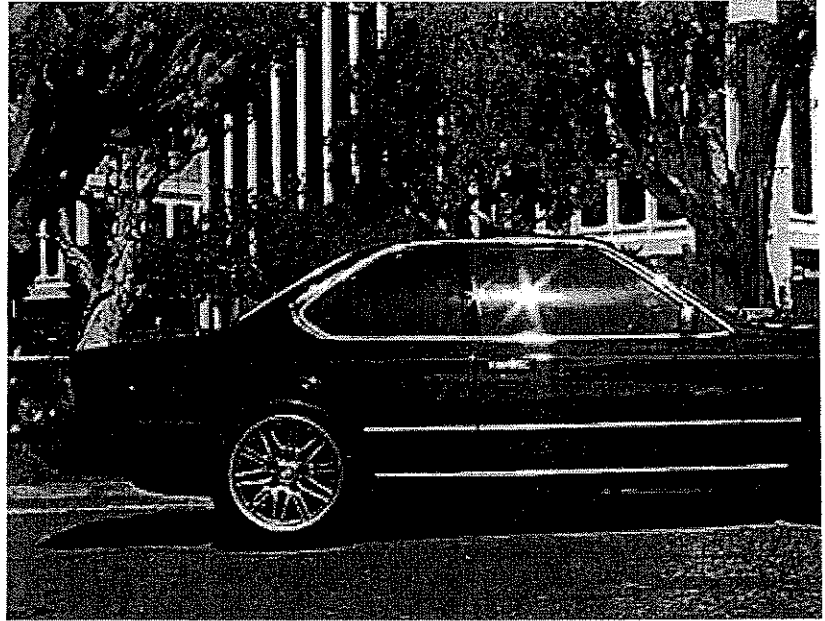


#### GALLERY

Some of Our Satisfied Customer's Cars..







#### **SPECIFICATIONS**

- STRUCTURE: 1 Piece Cast Alloy
- SIZE: 19" x 8"
- BOLT PATTERN: 5x120
- OFF-SET: 38mm
- FINISH: Hyper-Silver with clear coat

#### **BENEFITS**

- Larger wheels will increase the look and performance of you
- The performance increase is a result of mounting a wider, 10 diameter wheel.
- The tire is wider and gives your car a wider stance.
- Better lateral stability and increased steering response is achieved as the tire is taller and the sidewalls of the tire are shorter.
- We can provide you with the correct tire size to keep your car running smoothly ensuring the gear ration & speedometer reading on your car

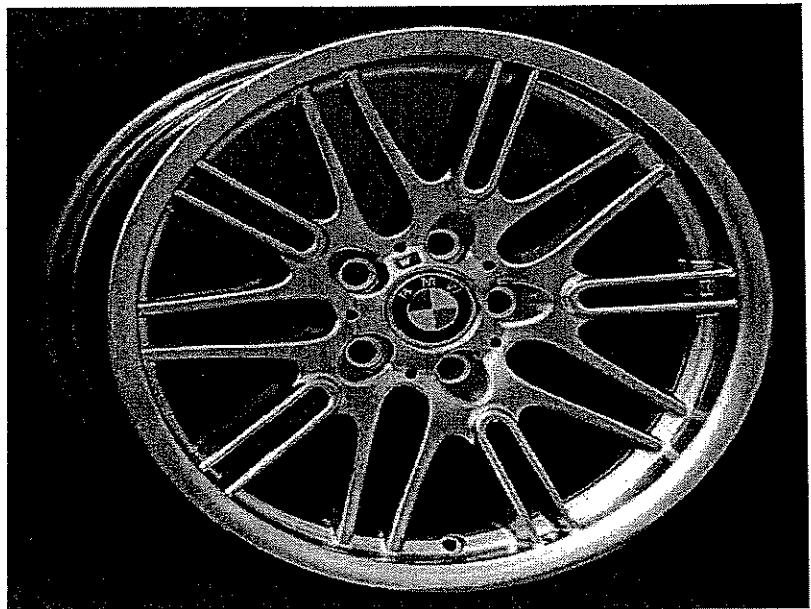
**THANKS FOR LOOKING AT ANOTHER AUCTION FROM THE  
INCORPORATED!**

UNBEATABLE AUCTIONS...WE ARE A PROUD MEMBER OF THE BBA  
SUBSCRIBING TO THEIR PRINCIPLES & VALUES, FAIRNESS IN  
FITMENT QUESTIONS!

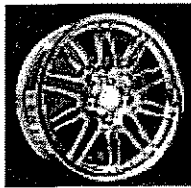
1997-2006 Chevrolet Malibu 2.4L 4-Door 183221325

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On Jun-05-04 at 19:27:24 PDT, seller added the following information:

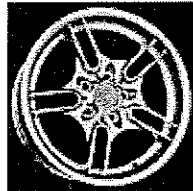
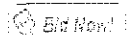


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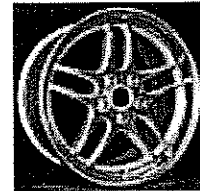
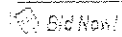
19" FM M5 Chrome  
Wheels BMW 330 325  
325 323 318 e46 e36

US \$999.00



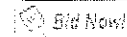
17"FM#66 Chrome  
Wheels BMW 540 645  
740 840 530 528 e39

US \$688.00



18x8 18x9.5 BMW M-  
PARALLEL  
SILVER&CONTI TIRES  
740,750

US \$1,349.00



19:  
Wh  
74:

## Shipping and payment details

### Services available

Check item description and payment instructions or contact seller for details.

Will ship to United States.

### Seller's payment instructions & return policy

PLEASE CALL @ 888-682-3129 WITH ANY MAJOR CREDIT CARD READY TO COMPLETE THE TRANSACTION!

## Payment methods accepted

- Money order/Cashiers check
- Other - See Payment Instructions for payment methods accepted
- Visa/MasterCard, American Express, Discover

## Ready to bid?

[help](#)

19x8" M5, BMW Wheels, e36, e46, 318, 323, 325, 328, 330, Z3, M3

Item title: 19x8" M5, BMW Wheels, e36, e46, 318, 323, 325, 328, 330, Z3, M3

Starting bid: US \$688.00

Your maximum bid: US \$  (Enter US \$688.00 or more)


Place Bid >

You will confirm in the next step.

eBay automatically bids on your behalf **up to** your maximum bid.

[Learn about bidding.](#)

## What else can you do?

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Seller assumes all responsibility for listing this item.

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# EXHIBIT C



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Listed in category:

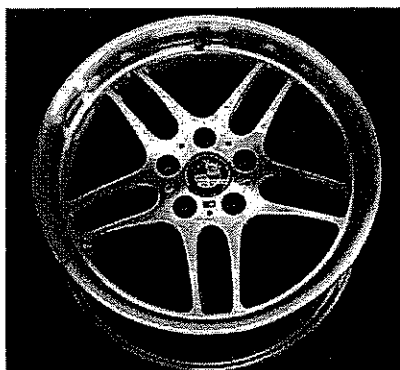
[eBay Motors](#) > [Parts & Accessories](#) > [Car & Truck Parts](#) > [Wheels, Tires & Parts](#) > [Wheels](#) > [18"](#)

## 18X8&18X95,BMW 740 M-Sport Wheels,840,850,750 FM REPLICA WHEELS,THE BEST!! LUGS & OE CAPS INCLUDED!!

Item number: 8020454012

Seller of this item? [Sign in](#) for your status

[Watch this item](#) in My eBay | [Email to a friend](#)



[Larger Picture](#)

Starting bid: **US \$688.00**

Time left: **4 hours 11 mins**  
 10-day listing, Ends  
 Dec-15-05 13:34:48  
 PST

Start time: Dec-05-05 13:34:48  
 PST

History: [0 bids](#)

Item location: **RALEIGH, NC**  
 United States

Ships to: **United States**

Shipping costs: Check item  
 description and  
 payment instructions  
 or contact seller for  
 details



[Shipping and payment details](#)

### Seller information

[thewheelexchange.com](#)

( 1959 ★ )

Feedback Score: 1959

**Positive Feedback:**

**99.3%**

Member since Jul-13-  
 00 in United States

[Read feedback comments](#)

[Add to Favorite Sellers](#)

[Ask seller a question](#)

**View seller's other  
 items**

[Store view](#) | [List view](#)

**Visit this seller's eBay  
 Store!**

**The Wheel Exchange**

[Safe Buying Tips](#)

### Description

## The Wheel Exchange



Visit my eBay Store: [The Wheel Exchange](#)

[BMW Wheels](#) | [Mercedes Wheels](#) | [RONDELL Wheels](#)  
[FM Replica Wheels](#) | [CLOSEOUTS!!!!](#)



eBay User ID:  
thewheelexchange.com

Dec. 15, 2005

Member of SquareTrade - Bid with Confidence  
[Click to Learn Why](#)

SquareTrade © AP6.0

**THE Wheel Exchange**  
The Leader in European Alloy Wheels

**POWER SELLER**  
eBay

**eBay's #1 WHEEL WHOLESALER**

**"PLATINUM LEVEL"**

**"WE DELIVER WHEELS NOT PROMISES"**

This auction is best viewed at 1024x768 screen resolution

**SHOP OUR STORE**

The Wheel Exchange has hundreds of other european car items in our eBay store!

[CLICK HERE TO SHOP OUR STORE!](#)

Don't forget to view our:

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&  
[OTHER AUCTIONS](#)

**MONTHLY DEAL**

**Hundred's of Item's Everyday!!**

**Wheels, Tires, & MORE!!**

**CUSTOMERS FIRST**

**ITEM FOR SALE**



This Auctions is for a set of FM-#37 Stag

these are a perfect fit to all BMW 7-series from 1988-2002  
and all 8 series cars. You Rec

(2) 18x8 & (2) 18x9.5 FM MP Replica

**\*\* NOTE** Be careful as other sellers on eBay do not have FM  
Why you should buy only FM replci  
1) Our wheels are 18x8 & 18x9.5 Same as OEM. Other  
Also the correct BMW/BMVA etc

Also have the M-Logo on the inside engraved  
on the eBay wheel. This is a

At The Wheel Exchange,  
 the customer always  
 comes FIRST.

We work hard to ensure  
 that every customer is  
 100% satisfied with their  
 purchase and their buying  
 experience with us.

It is our delight to thank  
 all our wonderful  
 customers for leaving us  
 positive feedback.  
 THANK YOU.

• 3) **NOW THE BIG REASON!!!** Our Wheels are HUB CENT  
 wheels **DO NOT** require the use of a hub ring. Many sellers  
 bore & use a small plastic hub centering ring

• 4) Our offsets are the same as OEM 14mm front & 24mm  
 using generic offsets of 20mm. The offset determines how  
 of the difference!!

Our FM wheels Quality is second to none. We did the research  
 was suppose to. As we say at the Wheel Exchange. Deal v  
 Please check our incredible eBay Feedback. EBAY Pl

### WHEELS & TIRES

We also have many great  
 wheel & tire packages up  
 for bid that include free  
 mounting, balancing, lugs  
 & BMW caps. Sets come  
 ready to roll!!

We do a complete Dynamic  
 High speed Road Force  
 Balance, on our Hunter  
 GSP9700 -- the same  
 machine used in Indy Car  
 & F1, to ensure you get a  
 smooth ride!

Check out our:

EBAY STORE  
 &  
OTHER AUCTIONS

Please check our incredible eBay feedback! We s  
 BMW, Mercedes, Audi, VW, Ferrari, Porsche & Othe  
 The Wheel Exchange. The leader in Europe

EBay Platinum Level Power Seller "Deal with the Pro's for  
 come with a 100% direct fit. No rubbing, customer satisfac  
 our company, you will find that we offer a level of Professi  
 elsewhere. From our dynamic balance On our Hunter Gsp9  
 used in Indy & F1 Racing. To exact tire size fitments that  
 time & Wholesale direct prices that can n

Thanks for viewing our Auction & I Hope we ca

John Feore Jr.  
 President  
 The Wheel Exchange  
 EBay Platinum Level Power Se  
 Any Questions? -- PLEASE CALL TOLL FREE  
 OR



US HERE

### ABOUT T.W.E

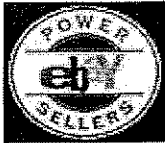
The Wheel Exchange is the  
 Leader in European Alloy  
 Wheels!

We are the largest manufacturer  
 of a vast assortment of  
 High Quality Italian and  
 German alloy wheels  
 available for sale

### PICTURES

your fine European car.

Our corporate headquarters is located in Raleigh, NC and with over 10,000 wheels in the NC warehouse alone, and 12 other warehouses nationwide, you can be assured that your wheels will get to you fast!



"PLATINUM LEVEL"



PROUD MEMBER

#### PAYMENT TERMS

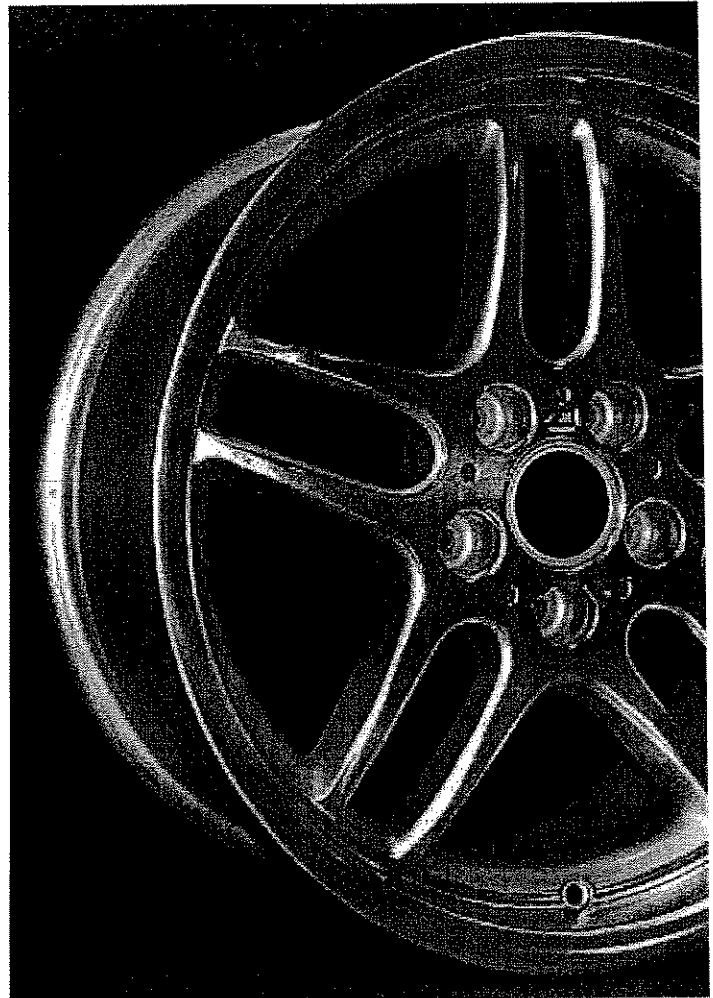
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**NON-PAYING bidders WILL be reported to eBay and WILL receive a negative feedback.**

#### SHIPPING INFO

Shipping charges can run from \$20.00 - \$50.00 for the entire lot.



hours after we have received payment for the auction.

We ship FedEx everyday - insured!

There is no charge for insurance - it's free!

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If you would like additional information on this auction, or if you would like to be contacted by a sales representative, please receive a more in-depth explanation of the Wheel Exchange's return policy.



us at:

[Email Us](#)

Telephone: (919) 662-7178

Toll-Free: (888) 682-3129

**HOURS OF OPERATION:**

Monday - Friday: 10AM - 6:30PM

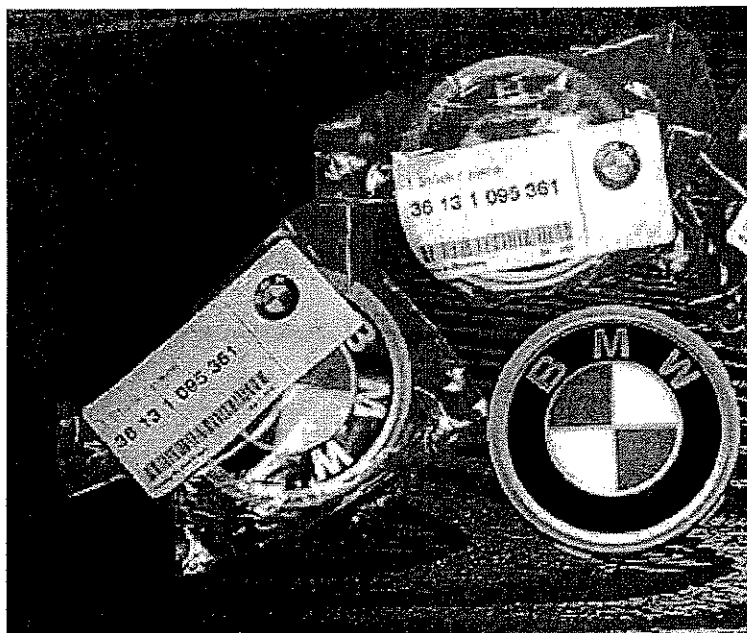
Saturday: 10AM - 2PM

Sunday: CLOSED

**Call TOLL FREE  
1-888-682-3129**

....DEAL WITH THE PRO'S  
FOR PEACE OF MIND!

The Wheel Exchange has  
one of the deepest supplier  
lists in the industry, with  
access to over 100,000  
wheels!



**GALLERY**

Some of Our Satisfied Customer's C





#### **SPECIFICATIONS**

- STRUCTURE: 1 Piece Cast Alloy
- SIZE: 18" x 8" & 18 x 9.5"
- BOLT PATTERN: 5x120
- OFF-SET: 14mm & 26mm
- FINISH: Machined face with Clear Coat

#### **BENEFITS**

- Larger wheels will increase the look and performance of you
- The performance increase is a result of mounting a wider, low profile wheel.
- The tire is wider and gives your car a wider stance.
- Better lateral stability and increased steering response is achieved as the sidewalls of the tire are shorter.
- We can provide you with the correct tire size to keep your car's gear ratio & speedometer reading on your car remain unchanged.

THANKS FOR LOOKING AT ANOTHER AUCTION FROM THE WHEELS

WHEELS  
WHEELS

1-888-682-3129

....DEAL WITH THE PRO'S FOR PEACE

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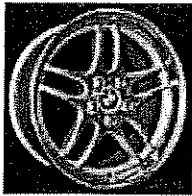
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On Jun-05-04 at 19:30:36 PDT, seller added the following information:



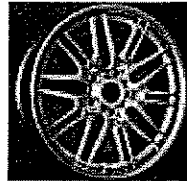
Thanks for  
looking!  
FREE Counters and Services from Andale

## See More Great Items From This Seller



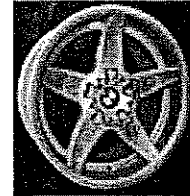
18X8&18X95 BMW 740  
M-Sport  
Wheels, 840, 850, 750

US \$688.00



18" FM M5 Wheels BMW  
e39 e38 540 545 745 840  
530 RIMS M

US \$549.00



17" RONDELL 21 BMW  
WHEELS 525 528 540  
740 750 840 850

US \$799.00



## Shipping and payment details

### Services available

Check item description and payment instructions or contact seller for details.

Will ship to United States.

### Seller's payment instructions & return policy

PLEASE CALL @ 888-682-3129 WITH ANY MAJOR CREDIT CARD READY TO COMPLETE THE TRANSACTION!

## Payment methods accepted

- Money order/Cashiers check
- Other - See Payment Instructions for payment methods accepted
- Visa/MasterCard, American Express, Discover

## Ready to bid?

[help](#)

18X8&18X95 BMW 740 M-Sport Wheels, 840, 850, 750

Item title: 18X8&18X95 BMW 740 M-Sport Wheels, 840, 850, 750

Starting bid: US \$688.00

Your maximum bid: US \$  (Enter US \$688.00 or more)

Place Bid >

You will confirm in the next step.

eBay automatically bids on your behalf up to your maximum bid.

[Learn about bidding.](#)

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